

RETURN DATE: MAY 7, 2019

: SUPERIOR COURT

THE W.L. GILBERT TRUST CORPORATION
200 WILLIAMS AVENUE
WINSTED, CT 06098

: JUDICIAL DISTRICT OF LITCHFIELD

VS.

: AT TORRINGTON

TOWN OF WINCHESTER
C/O WINCHESTER TOWN CLERK
WINCHESTER TOWN HALL
338 MAIN STREET
WINSTED, CT 06098

: APRIL 2, 2019

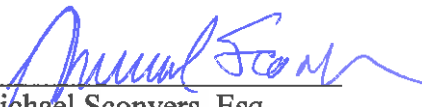
COMPLAINT

COUNT ONE – QUIET TITLE

1. The Plaintiff, THE W.L. GILBERT TRUST, is a Connecticut non-stock corporation that manages the endowment and scholarships for the Gilbert School and is located in Winsted, Connecticut.
2. The Defendant, TOWN OF WINCHESTER, received 2 parcels of property from the Plaintiff pursuant to two deeds, Volume 86, Page 332 (hereinafter “the 1944 deed”) and Volume 109, Page 359 (hereinafter “the 1955 deed”), both recorded on the land records of the Town of Winchester.
3. The deeds referenced in Paragraph 2, *supra*, both contain reverter clauses, to wit:
 - a. It is an absolute condition of the 1944 deed that if the Defendant or its successors fail to maintain the property conveyed in a suitable condition for a children’s playground or refuse to permit use of said land for that purpose, the deed shall be null and void and title shall revert to the Plaintiff, its successors or assigns; and
 - b. It is an absolute condition of the 1955 deed that if the Defendant or its successors at any time cease to use said land for school or recreational purposes or refuse to permit said land to be used for such purposes, then the deed shall be null and void and the title shall revert to the Plaintiff, its successors or assigns.
4. The properties had been used by the Defendant as a playground and recreational fields, but the Defendant closed the adjacent elementary school in 2016 and the playground and the recreational fields have not been used for playground, school or recreational purposes since that time.
5. The Defendant has also refused to permit the land to be used for playground, school or recreational purposes since 2016, allowing no private or public access to the land, and letting the playground and recreational fields fall into disrepair.

6. Pursuant to the reverter clauses in the deeds identified in Paragraph 3, *supra*, the properties shall revert to the Plaintiff due to the Defendant's failure to obey the absolute conditions of the deed.
7. The Defendant has refused, neglected, and failed to adhere to the terms of the deed and has refused to acknowledge that title to the properties has now reverted back to the Plaintiff.
8. The Plaintiff seeks a judgment quieting title to the properties to the Plaintiff.

PLAINTIFF,
THE W.L. GILBERT TRUST CORPORATION

By: 
J. Michael Sconyers, Esq.
Ackerly Brown LLP
Its Attorneys

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STATEMENT OF RELIEF REQUESTED / AMOUNT IN DEMAND

The statement of amount in demand/amount in issue is greater than \$15,000.00, and includes a claim for equitable relief in addition or lieu of monetary damages.

WHEREFORE, the Plaintiff claims:

1. A judgment settling title to the property in issue in favor of the Plaintiff;
2. An order requiring the Defendant to cease and desist from any interference with the Plaintiff's possession of the property;
3. Monetary damages for tortious interference;
4. Attorney's fees and costs; and
5. Such other, further relief in law or equity as the Court deems just and equitable under the circumstances.

PLAINTIFFS,
THE W.L. GILBERT TRUST CORPORATION

By: 
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Its Attorneys

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